

1 LAURIE A. TRAKTMAN (SBN 165588)
2 **GILBERT & SACKMAN**
3 A Law Corporation
3699 Wilshire Boulevard, Suite 1200
3 Los Angeles, California 90010-2732
3 (323) 938-3000; Fax: (323) 937-9139
4 email: lat@gslaw.org

JS-6

5 Attorneys for Plaintiffs

6

7

8 UNITED STATES DISTRICT COURT
9
10
11
12
13
14
15
16
17
18

CENTRAL DISTRICT OF CALIFORNIA

11 BOARD OF TRUSTEES OF THE SHEET)
12 METAL WORKERS' PENSION PLAN OF)
13 SOUTHERN CALIFORNIA, ARIZONA)
14 AND NEVADA; et al., Plaintiffs,)

Case No. 2:08-cv-08381-FMC-SHx
ORDER ON STIPULATION FOR
JUDGMENT

15 v.)

16 PULLEN ASSOCIATES, INC., dba)
17 VISION MECHANICAL SERVICES;)
18 JEFF MOE; RICHARD JACK PULLEN)
19 and ROBYN JANE PULLEN, individuals,)

Defendants.)

20 Pursuant to the Stipulation by and between Plaintiffs, Board of Trustees of the
21 Sheet Metal Workers' Pension Plan of Southern California, Arizona and Nevada; Board of
22 Trustees of the Sheet Metal Workers' Health Plan of Southern California, Arizona and
23 Nevada; Board of Trustees of the Sheet Metal Workers' Savings Plan of Southern
24 California; Board of Trustees of the Southern California Sheet Metal Joint Apprenticeship
25 and Training Committee; Board of Trustees of the Sheet Metal Workers' Local 105 Retiree
26 Health Plan; Board of Trustees of the Southern California Sheet Metal Workers' 401(a)
27 Plan; Board of Trustees of the Sheet Metal Workers' International Association, Local Union
28 No. 105 Union Dues Check-Off; and Board of Trustees of the Sheet Metal Industry Fund of

1 Los Angeles; Board of Trustees of the Sheet Metal Workers Local 273 Dues Check-Off
2 Fund; Board of Trustees of the Sheet Metal Workers Local 273 Section 401(a) Plan; and
3 Board of Trustees of the Sheet Metal Workers Local 273 Wage Equality Fund (collectively,
4 the "Plans" or the "Sheet Metal Workers' Trust Funds"), and defendants Pullen Associates,
5 Inc., dba Vvision Mechanical Services, Inc. (the "Company"); and Jeff Moe, Richard Jack
6 Pullen, and Robyn Jane Pullen Individuals, ("Individual Defendants") (collectively
7 "Defendants") the Court has considered the matter fully and concluded that good cause
8 exists to approve the parties' Stipulation in its entirety.

9
10 Accordingly, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as follows:

11 1. The Company and the Individual Defendants are indebted to the Plans in the
12 amount of \$43,860.71. Said amount is comprised of contributions in the amount of
13 \$29,508.85 for the delinquent work months of October 2008 (\$13,273.21) and November
14 2008 (\$16,235.64); liquidated damages in the amount of \$5,901.77 for the delinquent work
15 months of October 2008 and November 2008; interest at 10% per annum in the amount of
16 \$2,950.09; reimbursement of plaintiffs' reasonable fees (\$5,000.00), and reimbursement of
17 plaintiffs' recoverable costs of suit (\$500).

18
19 2. Judgment may be entered in this case in favor of the Plans and against the
20 Company and Individual Defendants, Jeff Moe, Richard Jack Pullen, and Robyn Jane
21 Pullen, jointly and severally, in the amount of \$43,860.71 in delinquent employee benefit
22 plan contributions, liquidated damages, attorney fees and costs, together with post-
23 judgment interest thereon at the rate of 10% per annum as of the date of the Judgment.

24
25 3. The Company and Individual Defendants may satisfy the judgment by paying
26 a total of \$35,410.62. Specifically, the Company and Individual Defendants shall pay the
27 amounts due in contributions for the work months of October 2008 and November 2008
28

1 and liquidated damages for the delinquent work months of October 2008 and November
2 2008 by making installments pursuant to the following installment plan: the full amount of
3 contributions for the work months of October 2008 and November 2008 (\$29,508.85) will
4 be paid in fourteen equal installments each in the amount of \$2,107.78 over fourteen
5 consecutive weeks on the first Monday of every week beginning December 29, 2008 and
6 ending March 30, 2009. In addition, the company will make three additional, final
7 installments each in the amount of \$1,967.27 for the full amount of liquidated damages
8 (\$5,901.77). Please note, there will be an eye toward lessening the amount of liquidated
9 damages if the company complies with the terms of the Stipulation. Each and every
10 installment payment must be made by fully negotiable check or cashier's check payable to
11 the "Sheet Metal Workers Trust Funds," and must be received on the due dates stated
12 above in the offices of the Sheet Metal Benefit Plan Administrative Corp., attention Tasi
13 Hernandez, 111 N. Sepulveda Blvd., Ste. 100, Manhattan Beach, California 90266.

14 4. In the event the Company and Individual Defendants, and any of them, fail to
15 comply with any of the provisions set forth in paragraphs 5 or 8 above, or any other
16 provision of this Stipulation, the entire amount of the judgment, less any payments actually
17 received at the time of such default, shall become immediately due and payable to the
18 Plans from the Company and Individual Defendants, plus interest on such unpaid amounts
19 at the annual rate of ten percent.

20 5. This Court may retain jurisdiction over this matter through May 2009, to
21 enforce the terms of any judgment entered hereunder, to order appropriate injunctive and
22 equitable relief, to make appropriate orders of contempt, and to increase the amount of
23 judgment based upon additional sums owed to the Plans by defendants. Supplemental
24 judgments may be entered in this action against the Company and Individual Defendants
25
26
27
28

1 and in favor of the Plans for such sums as may be determined by the Plans and
2 established upon application to the Court by declaration and noticed motion.
3

4 6. The Plans shall have the right, upon twenty (20) days reasonable request
5 made in writing, to audit or examine any books or records relating to the financial condition
6 of the Company to ensure compliance with the terms of this Stipulation. Individual
7 defendant Jeff Moe will be dismissed concurrently herewith, without prejudice.
8

9 7. In the event any litigation becomes necessary to enforce any term or terms of
10 this Stipulation, the prevailing party or parties shall be awarded and shall recover all
11 reasonable attorneys' fees and costs of suit.
12

13 **IT IS SO ORDERED.**

14
15 Dated: February 27, 2009
16
17
18
19
20
21
22
23
24
25
26
27
28



Hon. Florence-Marie Cooper